

CLAUSE I-27 – CONFIDENTIALITY OF INFORMATION (August 2002)

- (a) To the extent that the work under this subcontract requires that the Subcontractor be given access to confidential or proprietary business, technical, or financial information belonging to SURA or other companies, the Subcontractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Business Services Director in writing. The foregoing obligations, however, shall not apply to –
  - (1) Information which, at the time of receipt by the Subcontractor, is in the public domain;
  - (2) Information which is published after receipt thereof by the Subcontractor or otherwise becomes part of the public domain through no fault of the Subcontractor;
  - (3) Information which the Subcontractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from SURA or other companies;
  - (4) Information that the Subcontractor can demonstrate was received by it from a third party that did not require the Subcontractor to hold it in confidence.
- (b) The Subcontractor shall obtain the written agreement, in a form satisfactory to the Business Services Director, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Subcontractor's organization directly concerned with the performance of the subcontract.
- (c) The Subcontractor agrees, if requested by SURA, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Subcontractor under this subcontract, and to supply a copy of such agreement to the Business Services Director. From time to time upon request of the Business Services Director, the Subcontractor shall supply SURA with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Subcontractor received such information.
- (d) The Subcontractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Subcontractor personnel.
- (e) The Subcontractor shall flow down this provision to all subcontracts under which the Subcontractor will be given access to confidential or proprietary business, technical, or financial information. This provision shall be modified as appropriate to reflect the subcontracting parties.